Agenda Item Form

Agenda Date: _07/20/04_

Districts Affected: <u>All</u>
Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:
☐Resolution
☐Tax Installment Agreements
☐RFP/ BID/ Best Value Procurement
☐Application for Facility Use
☐Interlocal Agreements
☒Other <u>Personal Services Contracts</u>

☐Staffing Table Changes
☐Tax Refunds
☐Budget Transfer
☐Bldg. Permits/Inspection
☐Contract/Lease Agreement

☐Board Appointments
☐Donations
☐Item Placed by Citizen
☐Introduction of Ordinance
☐Grant Application

Funding Source:
☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☒ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:
<u>These are information technology contracts that need to be renewed on an annual basis.</u>

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
<u>Salary & Benefits</u>

Statutory or Citizen Concerns:
<u>N/A</u>

Departmental Concerns:
<u>N/A</u>

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JOSE E. ESQUIVEL,** to assist the El Paso Water Utilities as a Programmer Analyst at a biweekly rate of $1,760.62 for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
) **PERSONAL SERVICES CONTRACT**
COUNTY OF EL PASO)

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **JOSE E. ESQUIVEL**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Programmer Analyst; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at a biweekly rate of One Thousand Seven Hundred Sixty and 62/100 Dollars ($1,760.62). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or

such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. <u>COMPLETE AGREEMENT</u>. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. <u>TERMINATION</u>. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. <u>MISCELLANEOUS</u>. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. <u>NOTICE</u>. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
El Paso Water Utilities

Attn: General Manager
1154 Hawkins Boulevard
El Paso, Texas

EMPLOYEE: Jose E. Esquivel

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 20th day of July, 2004.

CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____
Jose E. Esquivel
SSN:

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Edmund Archuleta
EPWU General Manager

Attachment "A"

CONTRACT PROGRAMMER ANALYST

06/08/00

Summary

Under direction, analyze computer capabilities and usage, and write programs and documentation.

Typical Duties

Devise and recommend new or revised system and procedures, including justifications for proposed changes. Involves: studying existing systems and procedures of organizations to determine the feasibility of conversion to data processing or network application methods; determining information needs in coordination with personnel of the user departments by drawing detailed flowcharts and block diagrams or applying other related methods; estimating personnel requirements, cost and time for programming projects; preparing systems development project plans and schedules; evaluating design alternatives of existing and proposed information processing or network systems to ensure efficient utilization of resources; recommending technical solutions and improvements to automated systems; auditing and evaluating implemented system; analyzing program specifications for completeness and conformance to established standards; ensuring that project products meet departmental standards.

Write, test, implement, and maintain complex automated systems and computer programs. Involves: preparing complete and precise user instructions, programming and system documentation for implemented systems according to established standards; reporting programming activity and project status to management; analyzing software package and modifying to users need; providing technical assistance to operations and programming personnel in solving problems pertaining to operating system or debugging programs to analyze information work procedures and job methods; estimating and documenting resource requirements for input handling, processing and output preparation for each system function; preparing systems design alternatives in accordance with established standards; reviewing and approving proposed program logic; ensuring that programs are thoroughly tested before released as operational; documenting all programs; identifying documents and evaluating information requirements at various management and operating levels; developing programs to educate management and users in data processing capabilities and requirements; training functional end users in capabilities of their systems, assisting and familiarizing them with issues and problems related to their system.

Performs related duties as assigned. Involves: substituting, if assigned, for immediate supervisor during temporary absences by performing delegated duties and responsibilities sufficient to maintain continuity of normal operations and similarly performing any duties of subordinates or coworkers, if required; assisting in training new personnel on established programming standards and procedures, analyzing, identifying and resolving program problems.

EXPERIENCE AND EDUCATION   JUNE 15, 2004
JOSE E. ESQUIVEL
PROGRAMMER ANALYST

<u>EXPERIENCE</u>

1. **Mar 1998 to Present**
   El Paso Water Utilities
   El Paso, Texas 79925

<u>Programmer Analyst</u> – Provides assistance with the maintenance of the Municipal Utilities Package Software System (MUPS) and assists in resolving MUPS database problems. Generated and developed IQ report requirements for the department. Currently generates and develops Cognos or Impromtu report requirements for the department. (IQ was replaced by Cognos.) Generates and develops new Excel spreadsheets and Access database reports. Maintains and assures that the IBM Risc 6000 computer system is always up and operational for the daily customer support services. Provides assistance in generating and printing customer bills. Coordinates and assists in resolving MUPS computer equipment problems, MUPS PC problems, and MUPS database and software problems. Processes and generates end of the month MUPS reports. Creates and sets up new MUPS type work orders. Maintains proper and adequate MUPS printer supplies and pre-printed bill forms.

2. **Jul 1995 to Mar 1998**
   City of El Paso Parks and Recreation Department
   El Paso, Texas 79901

<u>Data Systems Supervisor</u> - Analyzed ADP hardware and software requirements and prepared recommendations for acquisition. Analyzed requirements for the installation of a department network. Prepared contracts for the park rentals. Assisted in the computer posting of new requisitions and purchases. In charge of maintaining the department property inventories. In charge of maintaining adequate security guard coverage at the city parks, recreation centers, and senior centers. Provided support in resolving computer hardware and software problems, telephone, and other ADP equipment problems. Assisted in the installation and maintenance of telephone and data circuits. Installed new ADP equipment and new Personal Computer software. Generated Excel spreadsheets and Access databases for new report requirements.

3. **Sep 1982 to Jun 1992**
   Computer Systems Directorate
   White Sands Missile Range, N.M. 88002

<u>Computer Operations Manager</u> - Managed and supervised the Scientific and Engineering Computer Center. Maintained the Univac 1108 Mainframes, the Unisys 1100/92 Mainframe, the S & E network, terminal equipment, and other ADP equipment. Operated and maintained the computer systems software, the software utilities and libraries. Acquired and installed new software, hardware, and mainframes. Established computer operating procedures, and developed and implemented operating system enhancements. Provided database management system and other application software support. Supervised personnel performance and user support. Coordinated with contracting personnel in the maintenance and operation of the mainframe computers and other ADP equipment. Generated new government contracts for the maintenance and operation of the mainframe computers.

4. Nov 1977 to Sep 1982
   Systems Programming Branch
   White Sands Missile Range, N.M. 88002

Computer Systems Analyst/Programmer – Designed and implemented operating systems security features and real time applications software routines in ASSEMBLY language for the Unisys 1100/92 Mainframe systems. Designed and implemented a magnetic tape library database system which was written in COBOL, FORTRAN, and ASSEMBLY languages. Provided user support and assisted with application and systems software development. Provided formal classroom instruction of COBOL and FORTRAN language programming. Provided mathematical computation techniques support and real time computer support services.

5. Sep 1967 to Nov 1977
   National Range Operations Directorate
   White Sands Missile Range, N.M. 88002

Computer Programmer – Developed and wrote several Fortran programs to gather statistics to monitor and report the utilization and performance of the IBM 7094/7044 Computer Systems and the Univac 1108 Computer Systems. Generated and installed operating system software for RJE (Remote Job Entry) connectivity to the Unisys mainframe. Designed and implemented enhancements to processors, collector, and compilers. Designed and implemented COBOL, FORTRAN, and ASSEMBLY language application programs for the Unisys mainframes. Developed and wrote in COBOL the Requisition Program and other COBOL programs to automate the Supply Inventory Department process on the IBM 360 mainframe. Wrote several other COBOL programs to generate new Supply Management databases.

6. Dec 1965 to Sep 1967
   Lockheed Electronics
   White Sands Missile Range, N.M. 88002

Associate Engineer - Developed and wrote Fortran Language programs to calculate the correct rotational values of missile tracking cameras. Developed and wrote Fortran programs to automate the film reading process. Wrote and developed PERT charting software to evaluate, monitor and analyze the progress of the organization projects. Wrote programs in ALGOL and OMITAB languages to enhance the rotation of tracking cameras by using mathematic equations. Wrote TRIM III Assembly language programs on the IBM 1218 Computer System for radar tracking of satellites.

EDUCATION

TEXAS WESTERN COLLEGE, El Paso, Texas
Bachelor of Science
Major: Mathematics   Minor: Physics
Graduated in 1963

TYLER JR. COLLEGE, Tyler, Texas
Basics
From 1957 – 1959

Thomas Jefferson High School, El Paso, Texas
High School Diploma   GPA: 3.6

SPECIAL SKILLS
- Extensive Computer Language Background
- Extensive Operating Systems Software Maintenance Knowledge
- Software Design, Application Software, Implementation and Operating Systems Experience
- 10 Years Management and Supervisory Experience

COMPUTER PROFICIENCY

- Mainframe, Mini and PC Platforms
- DOS, UNIX, ASSEMBLY Language, and Window Environments
- LAN, Modem, E-Mail, and On-Line Information Services
- 18 Years COBOL, FORTRAN, and ASSEMBLY Language Experience
- Algol and C++ Language Experience
- Excel, Access, MAPPER, DDN, EXEC, Graphics Software, Structure Programming, Communications Processor Software, PERT, and OMNITAB Software Experience

OTHER SKILLS and EXPERIENCE

- Substitue Teacher for the El Paso Independent School District
- Volunteer Charity Work for Parish. Chairman of finance council; director of Spanish Choir; designed and contracted church grounds xeroscaping; and assisted pastor with church budget.

AWARDS & CERTIFICATES

- Military Leadership Training
- Military Police Training
- Several Exceptional Performance Awards
- 27 Years of Dedicated Service Award
- Hispanic Heritage Appreciation Service Award